



HUNTSVILLE

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**REDSTONE GATEWAY PACKAGE I-LAKE F (Bid Package
I-1 Mass Grading, Fine Grading, Erosion Control, Storm,
and Pond Liner
Project No. 65-12-SP23
February 4, 2013**

Addendum #2

All addenda and attachments for the above-referenced project will become part of the contract documents.

Listed below are the minutes from the Mandatory Pre-Bid Meeting:

MANDATORY PRE-BID MEETING

DATE: Tuesday, January 29, 2013

REDSTONE GATEWAY: **Package I – Lake F**
(Package I-1 Mass Grading/Pond Liner)

PROJECT # 65-12-SP23

OWNER: City Of Huntsville

PROJECT MANGER: Brasfield & Gorrie L.L.C.

PROJECT ENGINEER: LBYD Civil and Structural Engineers

INSPECTIONS: Garver, LLC

SURVEYOR: Garver, LLC

GEOTECHNICAL ENGINEER: Building and Earth Sciences

The Star of Alabama

1. Introduction of all persons present, their roles, chain of command, importance of submittals, etc. (PM)

HANDOUTS:

- a. Phasing Plan
- b. Redstone Security Procedures
- c. Project Directory

***** If you have questions regarding the bid process, please write them down and hold them until the end of this pre-bid meeting (#16 on agenda). If you have specific questions related to the project scope, drawings or specs, they need to be submitted in writing to B&G and will be answered and distributed to all bidders as an addendum. *****

2. Project Engineer to give a description of work specific to this bid package. Also include description of phase 1 packages (including work "by others" that will have to be coordinated with – List of work "by others" in instructions to bidders) ADEM issues and brief description of future phase 2 and 3. (PE)
 - 34.5 acres
 - Mass Grading +/- 200,000/CY
 - 7 acre Lake, 16' deep, with 3.3 acre bottom
 - Culvert Line F
 - Rail Spur grading and drainage work
3. Project Manager to discuss Schedule of Operations, erosion control plan, disposal of debris from clearing and grubbing, undercutting and replacement, importance of soil management, milestone dates and LD's, importance for control of concrete and asphalt temperature during hot/cold weather, safety, sinkhole remediation, other trade scope that could impact your work, etc. (PM)
 - Attachment A shows 120 calendar day completion with liquidated damages however this will be revised to 170 calendar days per the attached revised "Attachment A"
 - See attached Exhibit 1.0 (EX 1.0) for Area RG 6500 that must turned over in 40 calendar days
 - The contractor must include in their bid erosion control and traffic control
4. The following is a list of items (but no limited to) that must be submitted per the bid document requirements that must be submitted by the prime contractor post award: (PM)
 - Balanced Schedule of Values (*within 2 business days of award*)
 - Site Construction Traffic Control Plan (*Prior to Construction Start*)
 - Federal tax form to City (*At time of contract award*)
 - Project Schedule that includes coordination with other packages and future work, time to prepare and approve shop drawings, fabricate and deliver materials and install / complete scope (*within 10 calendar days of award*)
 - Payment and Performance bond (*15 Days after acceptance of proposal*)
 - Shop Drawings (*Prior to Installation / Placement*)
 - Weekly Safety meeting minutes and associated sign in sheets

- Any results by third party safety inspector
- Lien waivers with pay requests
- Seismic surveys / Pre-Blast surveys (*Prior to Drilling and Blasting if required*)
- Red-Line as-built drawings (*at completion of associated scope prior to owner acceptance*)

(In Addition, YOUR first pay estimate will NOT BE PROCESSED UNTIL ALL REQUIRED DOCUMENTS HAVE BEEN RECEIVED AND APPROVED).

5. Discuss all Permits, testing, surveying (Dig Permit) (PM)
 - The dig permit issued by Redstone Arsenal is no longer required
6. Discuss Bid Form details (Attachment "B" + appropriate Proposal Form) (PM)
 - Submit 3 original bid proposals with attachments A thru I
 - The bid form will be revised to include an allowance for adding 3" Bentonite to the pond liner, additional information will be issued in a future Addendum
7. Contractor is required to submit pricing in person per requirements set forth in bid documents. Failure to do so shall be cause for rejection of bid. A "balanced" detailed Schedule of values including quantities and unit prices that total up to bid Lump Sum to be submitted within two (2) Business Days as basis to establish additive and deductive changes in scope for this project. (PM)
 - A "balanced" detailed Schedule of values including quantities and unit prices that total up to bid Lump Sum to be submitted within two (2) Business Days as basis to establish additive and deductive changes in scope for this project
8. Utility Project Notification – LBYD to give a description of utility requirements/conflicts. Attached: names and phone numbers of utility contractors (Pre-Bid attachment "c") for conflict assistance. Contractor is responsible for locating all utilities. (PE)
 - Reference Project Directory for Utility Company contact information if needed
9. Discuss Submittal of Shop Drawings, as-built requirements, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract. (PE)

The approval of shop drawings by the Project Manager will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various items of work.

10. Project Engineer & Project Manager to discuss plans and specs:
 - a. A review of the plans should be made with emphasis placed on unusual construction features and special drawings (PE)
 - Demolition of substation foundations below grade is required
 - Demolition of substation, fence, and overhead lines above grade is by the Package I-3 Contractor
 - Landscaping, Irrigation and Hardscape (sidewalks) will bid separately at a later date
 - b. Specifications should be discussed with emphasis on time charges, extra work, materials, etc. (PM)
 - Robert Adams/BES noted that the clay liner must be installed at 98% compaction, 2% above optimum moisture, and at least 80% of the material passing the #200 sieve
 - c. State of Alabama classification of MU and HS for this project, (PM)
 - State of Alabama General Contractor' license is required
11. Project Manager to discuss Bid Process and Special Provisions (Instructions to Bidders). (PM)
 1. Each item (attachments) of the contract should be read out and any questions concerning the method of measurement or payment discussed.
 2. Discuss Milestone and Calendar days to complete project. (ask if there any concern that contract cannot be completed within contract time specified.)
 3. Introduction and explanation of any revisions to Supplement to General Requirements.
 - Contractors were advised to pay close attention to the Instructions to Bidders
12. Sequence of Construction and Traffic Control with the contractor made aware of his/her responsibility to handle traffic safely through the work zone. The method of payment for traffic control shall be discussed and clearly understood. (PM)
 - Bidders must include traffic control in their bid
13. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.) (PM)

14. Discuss Redstone Arsenal Security Information for any work “inside” the Redstone Arsenal Security Fence. Security Badges to be coordinated through Brasfield and Gorrie and contractors should allow a minimum of 2 weeks for approval.
 - The mass grading scope is outside Redstone Arsenal however if security badges are requested they must be submitted to Brasfield & Gorrie and the Contractor should allow 2 weeks for approval
15. Successful contractor will be required to sign the following statement, included as part of the contract: (PM)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as “ the Alabama Immigration Act”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Contractor’s E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

16. Any Prime Contractors should be given the opportunity to ask questions or discuss items with which they are concerned. (PM)
 - See Q&A section after item 18 below

17. All questions need to be sent in writing to Matt Kelley (COH Project Manager) at mkelley@brasfieldgorrie.com. All questions / clarifications will be answered by an addendum. The pre-bid notes and all addenda shall become a part of the contract documents.
18. Last day for questions concerning this project before the bid will be Friday, February 1, 2013 at 10:00 a.m. Send all questions to Matt Kelley at mkelley@brasfieldgorrie.com or fax to Matt Kelley at 205-714-1399. Final Addendum will be issued no later than Monday, February 4, 2013 at 10:00 a.m.

CONTRACTOR QUESTIONS:

1. Q. Will a detail be provided for the culvert tie-in at Line F-3 to the existing slope culvert on sheet C5.1?
A. Yes, this will be issued in a future Addendum.
2. Q. Will a detail be provided for the storm line G-1 tie-in at the precast wing wall at end of F line on sheet C5.1?
A. Yes, this will be issued in a future Addendum.
3. Q. What does the allowance to add 3% bentonite mean?
A. Based on the on-site soils, adding 15/lbs. of bentonite per square yard to the top 6 inches of soil should achieve at least 3% bentonite by weight.
4. Q. Will excess material have to be hauled offsite?
A. Yes.
5. Q. Are there any special requirements or training required to haul the contaminated soils to Redstone Arsenal?
A. No.
6. Q. Can the Contractor legally transport the petroleum contaminated soils to the Redstone Arsenal contaminated soils recycling facility?
A. Yes provided the truck remains on the EUL/Redstone Arsenal property.
7. Q. Who has to guarantee the pond will not leak?
A. The Contractor shall be responsible for all construction means, methods, and techniques in the performance of the work. Any testing, inspection, or other quality control measures deemed necessary by the Contractor to assure his work is in accordance with the contract requirements shall be the responsibility of the Contractor. The Owner may perform (or may have performed) material testing for its own quality assurance purposes; however, this testing does not relieve the Contractor of responsibility for compliance with the Contract Documents nor shall it be construed to be an acceptance of defective or improper work. The Package I-1 Contractor shall guarantee the pond liner was constructed in a manner

and with material that meets the project plans, specifications, and geotechnical requirements.

8. Q. Who will demo the existing temporary outlet control structure shown on sheet C3.2?
A. The Package I-1 Contractor.
9. Q. Will the 3% bentonite be added to the 1' thick pond liner or just the top 6" layer?
A. Just the top 6" layer.
10. Q. How will the pond liner be protected from drying out?
A. The Contractor will be required to install 4" of topsoil over the pond liner side slopes, 2 feet of topsoil within the littoral zones, and sequence this work to keep the pond liner from drying out. See detail on C7.2. The littoral zones are 2' deep. The elevation of littoral zones will be from EL = 630.50 to EL 632.50 (noted by dashed contours on grading plan).
11. Q. Who has the ADEM permit?
A. The ADEM permit is in L.W. Redstone's name who is the Developer. The Contractor will be responsible for maintaining all erosion control devices as required by ADEM and following all ADEM requirements. The contractor will be responsible for any ADEM fees/fines if incurred due to the Contractor's negligence during the construction of Package I.
12. Q. Are there any special seep collars required?
A. Yes the Package I-1 Contractor is responsible for installing the anti-seep collars per sheet C7.2.
13. Q. Is there existing topsoil onsite or has it already been stripped?
A. There is an existing 4" layer of topsoil onsite. However it should be noted that the bottom of the existing detention pond does not have any topsoil. There is an existing 2,500/cy topsoil stockpile on the North end of the lake and existing 1,500/cy topsoil stockpile on the South end of the lake that can be utilized. It should also be noted there is also a large topsoil stockpile located in Redstone Arsenal (secured areas) approximately 1.5 miles west of the project off of Overlook Road that can be utilized. The Contractor will be required to repair the haul route if damaged during hauling operations as well as fine grade and seed the stockpile area that is disturbed upon completion.
14. Q. Who has to backfill the culverts currently being installed the Package I-4 Concrete Box Culvert Contractor?
A. The Package I-1 Contractor will be required to backfill at the box culverts.
15. Q. Where is Exhibit 1 referenced 1.0 referenced in Attachment A that shows the RG 6500 area?
A. See attached which was mistakenly left out of the specifications.

16. Q. Has the Bid Date been changed?

A. Yes the Bid Date has been revised to Thursday February 7, 2013 at 10:00 am at the City of Huntsville Public Services Building, First Floor Conference Room, 320 Fountain Circle, Huntsville, AL 35801.

**Attachments: EX 1.0 RG 6500
Attachment "A"**

END OF ADDENDUM #2

**ATTACHMENT "A" to Proposal
REDSTONE GATEWAY PACKAGE I Lake F
PROJECT #65-12-SP23**

**Schedule Milestone Dates
(Calendar Days from Anticipated General Notice to Proceed Date)**

<u>Responsibility</u>	<u>Construction Activity</u>	<u>Days from NTP to Milestone Completion</u>
Package I-1	Mass Grading/Pond Liner (NTP) Complete Package I-1 Finish RG 6500 Area (per Exhibit 1.0)	TBD 170 days** 40 days**
Package I-2	Hardscape/Amenities Landscaping and Irrigation (NTP) Complete Package I-2	TBD 90 days**
Package I-3	Electrical Distribution System Demolition Complete Package I-3	1/8/13 70 days**
Package I-4	Concrete Box Culverts (NTP) Complete Package I-4	12/17/12 80 days**

Legend

**** - LIQUIDATED DAMAGES WILL BE APPLIED**

Notes:

1. If NTP dates are delayed through no fault of the contractor, NTP dates will be adjusted accordingly.

